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AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES

OF

MIDDLESEX COUNTY COLLEGE, 1001 1st St.

AND

I B T, LOCAL #11

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

X July 1, 1982 - June 30, 1985

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THIS AGREEMENT, made and entered into as of the 1st day of July, 1982, between the BOARD OF TRUSTEES of the MIDDLESEX COUNTY COLLEGE, a corporate body organized under the provisions of N.J.S.A. 18A:64A et. seq. hereinafter referred to as the "BOARD" and LOCAL #11, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, a labor organization, hereinafter referred to as the "UNION."

W I T N E S S E T H:

WHEREAS, the Public Employment Relations Commission has certified, following a duly conducted election, that the Union represents the unit composed of all custodial and maintenance employees excluding SUPERVISOR of Buildings and Grounds, the Supervisor of Mechanical Maintenance, and all other College employees; and

WHEREAS, the Board, by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all custodial and maintenance employees of Middlesex County College.

NOW, THEREFORE, it is mutually agreed between the parties hereto, as follows:

ARTICLE I

RECOGNITION:

1. The Board hereby recognizes the Union as the sole and exclusive bargaining agent for all custodial and maintenance employees except the Supervisor of Buildings and Grounds and the Supervisor of Mechanical Maintenance in all matters specifically provided for herein pertaining to wages, hours, conditions of employment, and grievance procedures.
2. The bargaining unit shall consist of all custodial and maintenance employees, excluding the Supervisor of Buildings and Grounds, the Supervisor of Mechanical Maintenance, other custodial and maintenance supervisors, and all other College employees of the Middlesex County College.
3. Wherever used herein the term "employee" shall mean and be construed only as referring to a custodial or maintenance employee of the Middlesex County College covered by this Agreement.

ARTICLE II

A. AGREEMENT CLAUSE

1. This Agreement shall constitute the full and complete commitment between both parties and may be added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item whether contained herein or not, during the life of this Agreement unless by voluntary mutual consent.

B. CHECK-OFF:

1. The Board hereby agrees to deduct from the wages of employees by means of check-off the dues uniformly required by the Union pursuant to the provisions of N.J.S.A. 52:14-15.9e. The Board, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deduction shall be made from the first salary paid to each employee during the month following the end of the employee's probationary period.
2. In making the deductions as above specified, the Board shall rely upon the most recent communication from the Union as to the rate of monthly dues and the proper amount of initiation fee. The total amount deducted shall be paid to the Local Union within ten (10) days after deduction is made.
3. The Board agrees to forward the full name and address (or Union membership application obtained from the shop steward) for all new employees who become eligible for membership and from whom initiation fee is deducted. The Board further agrees to notify the Union when unit employees are discharged, granted leaves of absence, absent due to illness or injury, on vacation, or leave the employ of the Board for any reason whatsoever, when submitting the dues deduction list to the Union office each month.

ARTICLE III

UNION REPRESENTATIVE

1. Authorized representatives of Teamsters Local 11 who are not employees of the college may be admitted to the premises of the college. At the time they enter the college premises, the representatives shall make his/her presence and destination known to the Office of Director of Personnel and Employee Relations, if such visit is during working hours. Campus visitation by union representatives shall not interfere with normal college operations.
2. Duly authorized representatives of the union and employed by the college, and certified by the President of the Union in writing to the Director of Personnel and Employee Relations, shall be permitted to transact official union business on college property provided that it shall not interfere with nor interrupt normal college operations and subject to agreement by the Director of Personnel and Employee Relations.

ARTICLE IV

PROBATIONARY PERIOD:

1. The first sixty (60) days of employment for all custodians, warehouse persons and mechanic helpers, Mechanic III'S, Mechanic II's, and Mechanic I's, will be considered a probationary period. The Board, through its representatives, may request of the Union an extension of the probationary period for an additional thirty (30) days when the Board believes the sixty (60) day probationary period. In all cases where this request is reasonably justified, the same will be granted.
2. During the aforementioned probationary period, the Board may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Board shall have no responsibility for the reemployment of newly engaged probationary employees if they are dismissed during the probationary period.

ARTICLE V

HOURS OF WORK, OVERTIME:

1. Persons working a regular shift which includes Saturday shall be given first preference for any Monday-to-Friday vacancy within their category of employment.
2. Any work performed beyond eight (8) hours in any one day of the normal work week shall be considered overtime and compensated for at one and one-half ($1\frac{1}{2}$) times the regular hourly rate of pay; any work performed beyond ten and one-half ($10\frac{1}{2}$) hours in any one day of the normal work week shall be compensated for at two (2) times the regular hourly rate.
3. Employees working a regular shift which includes Saturdays shall be paid one and one-fourth ($1\frac{1}{4}$) times their regular hourly rate for hours worked on Saturdays. Other employees shall be paid at the rate of time and one-half ($1\frac{1}{2}$) for work performed for the first eight (8) hours on Saturday and double (2) time for all hours worked in excess of eight (8) hours and at the rate of double (2) time for the work performed for the first eight (8) hours on Sunday and triple (3) time for all hours in excess of eight (8) hours on Sunday.
4. In the event an employee is called back to work after the conclusion of his/her normal work shift, and more than two hours before the beginning of the next work shift, he/she shall be entitled to a minimum of four (4) hours pay at the applicable overtime rate, in addition to compensation for gas, tolls, or carfare; if he/she is called back to work two hours or less before the beginning of the next work shift, compensation shall be at the normal overtime rates.

5. The Board shall notify the employees of any Saturday or Sunday work not later than the end of the shift on Thursday of that week, except in cases of emergencies.
6. In the event an employee reports to work without having been previously notified that there is no work, the employee shall be guaranteed eight (8) hour's pay at his/her regular rate of pay.
7. Overtime shall be distributed within the department as equitably as practical among the employees qualified and capable of performing the work available. Overtime offered but refused by an employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime.
8. The college shall have the right to assign its work force to the various work shifts as it deems appropriate to fulfill its operating needs. Vacancies on a shift will be filled on the basis of seniority and ability.

The working shifts shall be as follows:

Day Custodians and Maintenance Personnel
6:00 a.m. to 2:30 p.m. (half-hour lunch)
8:00 a.m. to 4:30 p.m. (half-hour lunch)

Second Shift Custodians and Maintenance Personnel
3:00 p.m. to 11:30 p.m. (half-hour lunch)
11:30 a.m. to 8:00 p.m. (half-hour lunch)

Third Shift Custodians and Maintenance Personnel
10:30 p.m. to 7:00 a.m. (half-hour lunch)

9. Employees whose shift begins at 11:30 a.m. or later shall receive a shift premium of seventeen cents (17¢) per hour and employees whose shift begins at 10:30 p.m. or later shall receive a shift premium of twenty-two cents (22¢) per hour. The shift premium shall be paid for vacation days, holidays and sick days.
10. Employees shall not be expected to remove snow except in areas which cannot be reached by snow removal machines. These areas will generally be outdoor stairways, recessed entrances, or small areaways or walks.
11. Employees shall be allowed five (5) minutes wash up time without loss of pay before lunch and a fifteen (15) minute wash up time at quitting time. Employees shall not lay down tools prior to the fifteen (15) minute wash up time.

ARTICLE VI

EMERGENCY CLOSING POLICY:

From time to time, the College may be closed for emergency reasons in one of two ways. When the College is closed for faculty and students, all Unit employees will report for duty and those who do not report will lose pay for time lost. When the College is closed for all staff because of emergency reasons, the following Unit employees only will be expected to report:

1. Designated Custodial personnel.
2. Designated Maintenance personnel.
3. Snowplow drivers.
4. Any other personnel called in by the Director of Custodial Services, or the Supervisor of Mechanical Maintenance, or his/her designee.

On days outlined above when essential staff only are required to report for work, they will be paid the rate of one and one-half (1½) times their regular hourly rate plus eight (8) hours straight time. The College will make every effort to arrange transportation for essential unit members on such days. For the purpose of this section, any part of a day is to be considered a full day.

ARTICLE VII

SENIORITY:

1. The Board shall establish and maintain a seniority list of employees' names and dates of employment from date of last hire within the bargaining unit, with the employee with the longest length of continuous and uninterrupted unit-wide service to be placed at the top of the said seniority list. The names of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the bottom of the list. The seniority of each employee shall date from the employee's date of last hire within the unit. Shop stewards shall have top seniority with regard to layoff while serving in that capacity as long as that person has the qualifications to perform the existing job. During the period covered by this Agreement, shop stewards shall be limited to two.
2. New employees retained beyond the probationary period shall be considered regular employees and their length of service with the Board shall begin with the original date of their employment and their names placed on the "Seniority List." Such seniority list shall be kept up to date with additions and subtractions as required.

ARTICLE VIII

FORCE REDUCTION:

1. The Board agrees that it will not engage any new employees in any given category unless all of the employees presently employed in that category are working the scheduled hours noted in this Agreement.
2. In the reduction or restoration of the work force, the rule to be followed shall be the length of service with the Board within the job occupation involved. The employee with the least seniority shall be laid off first and in rehiring, the same principle shall apply, namely, the last employee laid off shall be the first to be rehired.
3. The shop stewards and the employees involved in such layoffs shall receive seventy-two (72) hours notice prior to any layoff.
4. Should any employee accept a position outside the bargaining unit, but still within the area of maintenance and custodial services at Middlesex County College, he/she shall have the right, within six (6) months to return to his/her original position and salary for that classification with no loss in seniority or other benefits under this contract.
5. Seniority shall cease under the following conditions:
 - a) Resignation or termination for cause.
 - b) Failure to report to work or recall after layoff. Recall shall be made by registered mail to the last known address in the College files; failure to respond within four (4) days will be deemed to be a resignation.
 - c) Layoff for a period of one year.

ARTICLE IX

JOB VACANCIES, NEW JOBS, OR PROMOTIONS:

1. If new jobs are created, if vacancies occur in a higher-rated position, or promotions are to be made and if two or more equally qualified employees apply for such position or promotions, seniority shall be the determining factor in the selection of employees to fill such position before any new employees are hired.
2. The Board agrees to post a notice of such new job, vacancy, or promotion on the bulletin board for a period of five (5) calendar days. Such notice shall contain a description of the job, the rate, and when the job will be available. In order to be eligible, anyone interested must notify the Personnel Office in writing.

3. The successful bidder and the Union shall be notified in writing of the employee's acceptance by the Board within three (3) days of such acceptance. If there are no successful bids, the Board may appoint or hire to fill such jobs.
4. Any employee so selected to fill such job shall be granted a trial period of up to sixty (60) days. The Board, through its representatives, may request of the Union an additional thirty (30) days when the Board believes the sixty (60) day probationary period is insufficient. In all cases where this request is reasonably justified, the same will be granted. If the College determines during such trial period that the promoted employee is not qualified to discharge the duties of the position to which he/she was promoted, the employee shall resume his/her former position or a position equivalent thereto.
5. An employee who is hired or bids into any custodial classification will be prevented from bidding on a job within the same classification for a period of one (1) year from the date of hire or successful bid into the classification. During the trial period the employee shall receive no increase in salary by reason of the promotion but shall, if accepted in the new position, receive such an increase in salary retroactive to the commencement date of the trial period. However, if the employee has experience and had previously performed the higher-rated position, such employee shall receive the higher rate immediately.

ARTICLE X

NON-DISCRIMINATION:

1. It is agreed that the parties hereto will continue their present practice of nondiscrimination against any employee because of race, color, creed, religion, nationality, or sex, and further, that no employee shall be discriminated against or interfered with because of Union activities.

ARTICLE XI

HOLIDAYS:

1. The Board agrees to guarantee to all employees in the bargaining unit the following holidays with full pay for eight (8) hours:

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day

Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Employee's Birthday

*Two days will be designated by the Board on June 30th of each year of the contract in conjunction with the academic calendar. After the third (3rd) year of the contract, the calendar will revert back to the 1981-82 calendar of holidays for negotiation purposes.

2. An employee who works on any of the above holidays shall be paid for such work at two (2) times the employee's regular rate in addition to his holiday pay.
3. If a holiday falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday.
4. To qualify for holiday pay, unit members must be on the active payroll and must work the full regularly scheduled workday immediately preceding the holiday and the regularly scheduled work day immediately following the holiday, unless the absence is authorized by the immediate supervisor or the Personnel Manager.
5. If the holiday falls within a vacation period or on the birthday of an employee, the employee shall receive pay for same or an additional day of vacation.
6. The birthday holiday is to be taken on the actual birthday of the individual employee. If said birthday falls on a Saturday, said holiday shall be taken on the previous Friday; if the birthday falls on a Sunday, the holiday shall be taken on the following Monday.

ARTICLE XII

VACATION

The Board agrees to grant to all employees in the bargaining unit paid vacations in accordance with the following schedule:

1. Employees with less than one year's service shall receive one (1) day vacation for each full month of service, provided that no vacation entitlement shall accumulate during the first one hundred twenty (120) days of employment and four (4) days shall be credited at the end of the fourth month.
2. Balance of the first year of employment; vacations are earned at the rate of one (1) day per month.

3. Second year of employment; vacations are earned at the rate of one (1) day per month.
4. Third, fourth, and fifth years of employment; vacations are earned at the rate of one and one-fourth ($1\frac{1}{4}$) days per month.
5. Sixth, 7th, 8th, and 9th years of employment; vacations are earned at the rate of one and two-thirds ($1\frac{2}{3}$) days per month.
6. Tenth and subsequent years of employment vacations are earned at the rate of two (2) days per month.
7. Completed years of service shall be calculated from July 1 of any year. Persons who join the unit prior to January 1 of any year shall be considered to have completed a year of service on the following July 1; persons who join the unit between January 1 and June 30 of any year shall be deemed to have one year's completed service on the July 1 of the following year for purposes of this section.
8. Employees must take vacation to which they are entitled within the year following the year in which it was earned. Vacations can neither be accumulated nor sold back beyond that year.
9. The Board agrees that in the event an employee voluntarily leaves the employment of the Board before the vacation period, he/she shall be compensated for any accrued vacation time that may be due him/her in accordance with the above schedule, provided that he/she gives no less than two weeks' notice of his/her intention to leave.
10. Employees must give at least two (2) weeks notice of their intent to take vacation. In preparing the vacation schedule, the Board shall endeavor to assign vacations on the basis of seniority of the employees of the unit. It is specifically agreed, however, that the assignment of all vacations shall be determined by the College with due regard to its efficient operation.

ARTICLE XIII

LEAVE OF ABSENCE: PAID AND UNPAID

A. Unpaid Leave

1. A permanent employee, upon two (2) weeks advance written notice to the Personnel Department and the immediate supervisor, may be granted by the Board up to sixty (60) days per fiscal year, leave of absence without pay or loss of seniority rights for personal reasons. No other benefits

shall accrue. The two-week advance notice may be waived by the Personnel Department in cases of emergency. The Board may grant, at its discretion, an extension beyond the sixty (60) days.

2. The request for leave without pay shall state the reasons for the leave and anticipated date of return to employment.
3. Any employee who fails to return to work after the expiration date of the approved leave shall be deemed to have terminated employment, unless an emergency situation prevented the employee's immediate return.
4. An employee accepting employment elsewhere during a leave granted shall be terminated.
5. Vacation benefits and sick leave benefits shall not accrue during unpaid leaves of absence.

B. Sick Leave

1. Employees shall receive one (1) day sick leave for each full month of service provided that no sick leave entitlement shall accumulate during the first one hundred and twenty (120) days of employment, and four (4) days shall be credited at the end of the fourth (4th) month. Employees shall therefore accumulate twelve (12) days paid sick leave for each full year worked. In the event of a collegewide policy with respect to sick leave changes to increase the number of days granted annually to all employees, such changes shall become effective with respect to employees covered by this Agreement on the same date it becomes effective with respect to all other employees, notwithstanding the provisions of this Agreement.
2. If an employee is absent due to sickness, the employee's supervisor shall be notified prior to the employee's starting time with the specific reason for the absence.
3. The college may require proof of illness of an employee on sick leave whenever such requirement appears necessary. Sick leave must be taken in either whole-day or half-day segments unless the college nurse certifies that an employee is unable to continue working. Upon certification by the nurse of illness, an employee may charge sick leave on an hour-for-hour basis.
4. Should the New Jersey Legislature pass legislation allowing community colleges to grant employees partial payment of unused sick leave upon retirement, the Board agrees to commence negotiations with Local #11 on this matter.
5. Sick leave days not used during the year shall be accumulated from year to year.

C. Personal Leave:

1. Employees shall be entitled to up to two (2) paid days of leave per year for the purpose of transacting or attending to personal, legal, religious, or business matters which require absence during working hours.
2. Except in emergencies, the employee shall provide the immediate supervisor with seventy-two (72) hours written notice of intent to take personal leave.
3. Personal leave shall not be taken in conjunction with vacation, holidays, or sick leave, nor may it be taken in anything less than whole-day or half-day segments.

D. Family Illness:

1. Employees shall be entitled to three (3) paid days of absence for sickness in the immediate family, defined as parent, parent-in-law, child, sister or brother, spouse, or other member of the employee's household. The Board reserves the right to verify the legal relationship of the family member to the employee.
2. If an employee is to be absent, the employee's supervisor shall be notified prior to the employee's starting time with the specific reason for the absence.

E. Bereavement Leave:

1. Permanent employees shall be entitled to a maximum of four (4) consecutive days of absence with pay immediately following the death in the immediate family. Immediate family is interpreted to include spouse, parents, son, daughter, sister, brother, father-in-law or mother-in-law. Employees shall be entitled to one (1) day with pay to attend the funeral of a relative who is not a member of the immediate family.

F. Worker's Compensation

1. Illness or personal injury arising out of a condition or accident which upon investigation is found to be job-connected, shall be covered by Worker's Compensation Insurance. For a claim to be made, it is the responsibility of the employee for all such illness or accidents to be immediately reported to the Office of Health Services and to the Personnel Office. Worker's Compensation shall be paid at the rate and terms and conditions prescribed by State Statute.

G. Disability Leave

1. When an employee, either through injury or illness, loses time from work not as a result of or arising out of his/her employment as attested by the attending physician, he/she shall be granted, after exhaustion of all accumulated sick leave provided for in this Agreement, disability pay equivalent to those provided by the New Jersey Division of Employment Security to persons in private employment. Said benefits will supplement the accumulated sick leave, and shall not be additional to it. During this period of disability leave, the employee shall not accumulate either vacation or sick leave benefits.

H. Jury Duty:

1. An employee who is called for jury duty shall be paid the difference between the daily fee allowed by the court and eight (8) hours straight time pay for the scheduled working time lost. The employee must present proof to the College of jury service and the amount paid for such service.

I. Veteran's Rights and Benefits:

1. The seniority rights of all employees who enlist or who are drafted pursuant to the appropriate law now in force, or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right to reinstatement to his/her former position or to a position of equal status, at the salary rate previously received by him/her at the time of his/her induction into military service, together with all salary increases granted by the Board to said employee's previous position during the period of such military service.
2. Such reinstatement of veterans shall be upon application therefor made within ninety (90) days after such employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.
3. Whenever employees are called to active military duty for brief periods of time, they shall be paid the difference between their military pay and their regular rate of pay for the first ten (10) working days of said active service.
4. The Board agrees to allow the necessary time for any employee in the Reserves to perform his/her duties when called without impairment of his/her seniority rights.
5. The Board agrees to pay an employee for all reasonable time involved in reporting for a physical examination for military service.

J. Maternity Leave:

1. A maternity leave is to be regarded as a temporary disability and the bargaining unit member shall be entitled to all considerations and benefits associated with a temporary disability without loss of seniority rights.
2. Not later than the fourth month, the staff member shall notify the Personnel Manager, in writing, of the condition of pregnancy. Upon notifying the Personnel Manager, the staff member shall let it be known as to plans of continuing employment or taking leave of absence not to exceed one year. Notification of pregnancy shall be accompanied by a statement from her physician giving the state of condition of the pregnancy, the anticipated delivery date, and her ability to continue her normal duties.
3. Accumulated sick leave may be used by the individual pursuant to the provisions of N.J.S.A.18A:30-1 et seq.
4. The bargaining unit member's position or position of equal grade shall be made available to her within sixty (60) days after written notification to the Personnel Manager of her intent to return to full-time employment.
5. The individual shall be placed at the same position on the salary schedule that she would have attained had she been employed by the College during such period.
6. The College reserves the right to verify the individual's ability to continue her normal duties and her ability to return to full-time employment.

ARTICLE XIV

DISCHARGE:

1. There shall be no discharge except for just and sufficient cause, except that a newly engaged employee shall be subject to dismissal for any cause whatsoever prior to the expiration of the probationary period or any extension thereof. The Union shall be notified of the discharge of any employee at the time of such discharge, which notification shall set forth the reason for the discharge.

ARTICLE XV

GRIEVANCE PROCEDURE AND ARBITRATION:

A. Definition

Any difference or dispute between the Board and the Union relating to the terms and provisions of this Agreement or its interpretation or application or enforcement thereof, shall be subject to the following procedures which shall be resorted to as the sole means of obtaining adjustment of the dispute, which shall hereafter be referred to as "a grievance."

B. Procedure

1. Step One: Informal - Immediate Supervisor

- a) Within seven (7) days of the time a grievance arises or within seven (7) days of the date when the grievant should know of its occurrence, the employee accompanied by a steward, will present the grievance informally to the immediate supervisor.
- b) Within two (2) working days after presentation of the grievance, the supervisor will render a decision orally to the employee and the steward.

2. Step Two: Formal - Director of Plant Operations or Director of College Center

- a) Within five (5) days of the oral answer, if the grievance is not resolved, it shall be reduced to writing and filed with the Director of Plant Operations or Director of College Center.
- b) The Director will arrange a meeting at a mutually agreeable time and place not later than three (3) working days after receipt of the written grievance. The aggrieved party and steward shall be entitled to be present at the meeting.
- c) The Director shall give a written answer to the grievance to the employee and the Union within five (5) working days after the meeting.
- d) A group grievance, one that may affect a group of employees, may be presented by the Union at step two.

3. Step Three: Personnel Manager

- a. Within five (5) days after receiving the decision of the Director, an appeal of the decision may be made by the Union or the employee to the Personnel Manager. It shall be in writing and accompanied by a copy of the decision at Step two.

- b. Not later than five (5) days after receipt of the appeal, the Manager shall hold a hearing on the grievance.
 - c. Within five (5) days after the hearing, the Manager shall render a decision in writing.
4. Step Four: Director of Personnel and Employee Relations
- a) Within five (5) working days after receiving the decision of the Personnel Manager, an appeal of the decision may be made by the Union or the employee to the Director of Personnel and Employee Relations. It shall be in writing and accompanied by a copy of the decision at step three.
 - b) Not later than seven (7) working days after receipt of the appeal, the Director of Personnel and Employee Relations or designee, shall hold a hearing on the grievance.
 - c) Within seven (7) working days after the hearing, the Director or designee, shall render a decision in writing.
5. Step Five: Final and Binding Arbitration
- a) In the event that a grievance cannot be satisfactorily settled in the foregoing steps, either the College or the Union may appeal the dispute within ten (10) working days to arbitration.
 - b) The aggrieved party shall propose, in writing, a statement of the issue involved, and the parties shall attempt in good faith to agree upon a joint stipulation of the issue. Absent such agreement, each party shall submit to the arbitrator its own statement of the issue.
 - c) The arbitrator shall conduct a hearing at a mutually satisfactory time and place, but not later than thirty (30) days after filing for arbitration.
 - d) The decision of the arbitrator shall be rendered within twenty (20) days of the hearing and shall be final and binding for the duration of the contract on the College, the Union, and the employee or employees involved, subject to the limitations specified in this Agreement.
 - e) Arbitration awards or grievance settlements will not be made retroactive beyond the date of occurrence or nonoccurrence of the event upon which the grievance is based.

- f) The expenses and fees of the arbitrator shall be shared equally by the College and the Union.
- g) The arbitrator's function is to interpret the provisions of the Agreement and to decide cases of alleged violation of such provisions. The arbitrator shall not supplement, enlarge, or alter the scope or meaning of the Agreement of any provisions therein, nor entertain jurisdiction of any subject matter not covered by the Agreement. If, in the arbitrator's opinion, he/she has no power to rule on the issue submitted, the arbitrator shall refer the issue back to the parties without decision.

C. Miscellaneous

- 1. The Union or the employee may not present any allegations at Step five not presented at Step two, Step three, or Step four.
- 2. Hearings and meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- 3. When a group grievance is filed, Union representatives and grievants, not to exceed a total of five (5), may appear at each step of the grievance procedure, commencing at step two.
- 4. Time limits provided in this grievance procedure may be extended by mutual agreement.
- 5. The grievance procedure established here shall be the sole and exclusive remedy available to an employee or the Union for resolving disputes arising under this Agreement. If any subject matter which is or might be alleged as a grievance is instituted in any administrative action before a governmental board or agency, then such administrative procedure shall be the sole remedy and a grievance under this Agreement shall no longer exist.
- 6. Within thirty (30) days after the date of this Agreement, representatives of the parties of this Agreement will obtain from the New Jersey Mediation Service a list of arbitrators, and will agree upon a panel of three arbitrators, obtaining additional lists, if necessary. The parties shall furnish the New Jersey Mediation Service the names of the arbitrators selected. Thereafter, the New Jersey Mediation Service shall designate one of said arbitrators to hear each grievance that may be referred to arbitration.

ARTICLE XVI

MISCELLANEOUS PROVISIONS:

1. No employee shall make or be requested to make any agreement, or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.
2. Employees may take a fifteen (15) minute rest period for the first half-day of work and a five (5) minute rest period at the work site for the second half-day worked, at times scheduled by the immediate supervisor. A rest period may not be used to cover a bargaining unit member's late arrival to work or early departure, nor may it be regarded as cumulative if not taken.
3. The Board shall provide reasonable bulletin board space for the posting of Union notices to its members. Every notice so posted shall bear the name of the person or organization responsible for it; and a removal date.
4. When an employee is required to work ten (10) hours or more, he/she shall be granted a second one-half (1/2) hour lunch period at no loss of pay for such lunch period, and shall be granted an additional one-half (1/2) hour lunch period for each five (5) hours over the above-mentioned ten (10) hours and a lunch allowance shall be provided for in the amount of four dollars (\$4.00).
5. In the absence of emergency conditions, employees not included in the bargaining unit shall not be permitted to perform duties of employees in the aforesaid bargaining unit. This prohibition shall not apply to work/study students or part-time workers.
6. All employees shall be provided with the following at no cost to the employee:
 - a) Winter uniforms in sufficient quantity to allow four (4) changes per week between October 1 and May 1 of each year.
 - b) Summer uniforms in sufficient quantity to allow four (4) changes per week between May 1 and October 1 of each year.
 - c) One (1) jacket per year shall be provided by the Board.
 - d) The Board agrees to provide rain gear to employees as determined by the Director of Plant Operations.

The employee will be responsible for validating any need for uniform replacement.

7. An allowance of up to thirty-five dollars (\$35) will be provided for the purchase of safety shoes. The employee will be responsible for validating any need for shoe replacement up to a maximum of two (2) pairs per year. Reimbursement will be made upon submission of a valid receipt indicating purchase of safety shoes for the employee.
8. A maintenance allowance for uniforms of one hundred dollars (\$100) per year for each year (July 1 to June 30) of the contract shall be provided to unit members in quarterly (¼) installments. Said monies shall be prorated for newly-hired employees or for employees on leaves of absence of any type for durations of one month or more.
9. No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions.
10. Members of the bargaining unit shall be entitled to attend any course offered by the College at no cost to the unit member, provided that such work is taken outside working hours and provided that College credit shall be granted only to those who can meet admission requirements. Lawful single children of the bargaining unit member, living in his/her household, shall also be entitled to this privilege upon certification by the Personnel Department.

ARTICLE XVII

HEALTH BENEFIT PLAN:

1. A health benefit plan, which includes major medical coverage, shall be provided by the College. This coverage shall be provided at no cost to the employee who is employed for more than thirty (30) hours per week and shall commence on the first day of the month following three months of continuous service. Coverage for dependents shall be included. In the event of a claim involving a dependent of the employee other than a spouse, primary liability will reside with the coverage carried by the dominant spouse. If the dominant spouse is not a college employee, the College policy will cover the difference between actual costs and costs covered by the spouse's insurance, or to the limits of the College policy, whichever is the lesser amount.
2. A dental plan shall be provided to employees who are employed for more than thirty (30) hours per week and coverage shall commence on the first (1) day of the month following three (3) months of continuous service. Dental services which are performed by the College's Dental Clinic will be excluded from coverage under the dental plan.

ARTICLE XVIII

REPRESENTATION FEE

- 1) It is agreed that at the time of hiring, the Board will inform newly-hired employees who fall within the bargaining unit that they may join the Union sixty-one (61) days thereafter.
- 2) The Board agrees that the Union may collect a representation fee of eighty-five percent (85%) of dues from nonunion members in the bargaining unit and the Board will implement payroll deductions as provided in the relevant New Jersey statute. The representation fee shall be made effective on July 1, 1982.

The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in Teamster Local 11 shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the employer shall immediately cease making said deductions.

The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board of Trustees in conformance with this provision.

ARTICLE XIX

STRIKES, LOCKOUTS AND MANAGEMENT RIGHTS:

1. It is agreed that the Union and its members shall not call or engage in a strike (or threats thereof) and that the Board shall not institute a lockout, during the term of this Agreement; nor shall the Union or any of its members cause or participate in any cessation of work, slowdown, work stoppage or interference of any kind with normal Board operations. Employees, however, shall not be required to cross any primary picket line. Employees failing to cross a picket line shall be docked for the time lost on the job.
2. In the event of a Wildcat Strike, cessation of work, slowdown or interference of any kind with normal Board operations the Union agrees to promptly use its good offices to remedy the conditions.
3. Local #11 recognizes the Board's rights, duties and authority to manage and control the College pursuant to the authority conferred on it by the State of New Jersey and all applicable state and federal laws. The Board retains and reserves all rights of management and control of the College not limited by this Agreement and including but not limited to hiring, firing, promoting, discipline, layoff, transfer, and assignment of the work force.

ARTICLE XX

WAGE RATES:

Maximum base wage rates for the period July 1, 1982 to June 30, 1983 shall be as follows:

	<u>1982 - 83</u>
Mechanic I	\$9.95
Mechanic II	8.81
Mechanic III	7.65
Mechanic Helper	7.11
Warehouseperson I	7.65
Warehouseperson II	7.11
College Center Custodian	7.11
Custodian I	7.03
Custodian II	6.41
Toolroom Operator	4.62

NOTE: 82-83 wage rate reflects 8.75% increase for the year.

Upon completion of one (1) year of service from the date of hire, a Custodian II will receive the rate for a Custodian I.

It is understood and agreed that the hourly rates set forth above are inclusive of any premiums or extra emoluments which may have been paid in the past for special licenses or for foreman status.

1. A salary increase of 8.75% per 12-month full-time employee shall be added to the 1982-83 hourly base wage rate for fiscal year 1983-84, effective July 1, 1983.
2. A salary increase of 8.75% per 12-month full-time employee shall be added to the 1983-84 hourly base wage rate for fiscal year 1984-85, effective July 1, 1984.
3. In the event that a bargaining unit member is promoted to "Leadperson" during the term of this contract, his/her salary shall be increased by TEN (10) percent effective on the date of the appointment. It is understood and agreed that the position of "Leadperson" is not subject to "posting" or "seniority" as provided for in the section of this Agreement headed "Job Vacancies...." etc. The "Leadperson" shall be selected, and removed, by the SUPERVISOR of Buildings and Grounds or the Supervisor of Mechanical Maintenance without recourse by the Union or individual to the grievance procedure.
4. It is agreed that employees who have been assigned Leadperson title for a continuous period of two (2) years prior to June 30, 1979 and who have had the title removed shall return to his/her original position with the then established lead rate maintained as part of his/her base salary.

DURATION OF AGREEMENT:

This Agreement shall be retroactive to July 1, 1982 and shall continue in full force and effect until June 30, 1985.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year first shown above.

BOARD

TEAMSTERS, LOCAL #11

BY: _____

BY: _____

COMMITTEE:

ATTEST: _____

MEMORANDUM OF AGREEMENT

It is hereby agreed that the College will conduct a job classification review for the positions covered within the unit.

This review shall be conducted with the participation and advice of the Union through representation of the Union (2 unit members) on a committee formed for this purpose.

Said Review will commence thirty (30) days after the Union and College affix signatures to the negotiated agreement.

Middlesex County College

Date

Teamsters Local 11

Date

(0106Z)

